

REQUEST FOR COUNCIL ACTION

SUBJECT: Ron Wood Park Maintenance Yard

SUMMARY: Approve an Agreement with Valley Design & Construction, Inc., for the construction of a maintenance building for the Ron Wood Park Complex.

FISCAL

IMPACT: Funding for this project is available in Park Impact Fees.

STAFF RECOMMENDATION:

Staff recommends approval of an Agreement with Valley Design & Construction, Inc., for the construction of a maintenance building for the Ron Wood Park Complex in an amount not to exceed \$671,500.00.

MOTION RECOMMENDED:

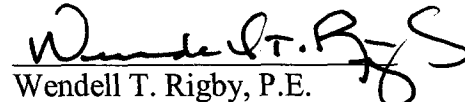
"I move to adopt Resolution No. 15-48 authorizing the Mayor to execute an Agreement with Valley Design & Construction, Inc., for the construction of a maintenance building for the Ron Wood Park Complex in an amount not to exceed \$671,500.00.

Roll Call vote required.

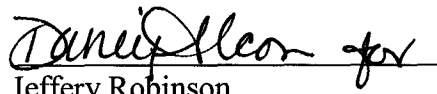
Prepared by:


Jim Riding
CIP/Facilities/Project Manager


Reviewed by:


Wendell T. Rigby, P.E.
Director of Public Works

Reviewed as to Legal Sufficiency:


Jeffery Robinson
City Attorney

Recommended by:


Bryce Haderlie
Interim City Manager

BACKGROUND DISCUSSION:

With the existing baseball fields at the Ron Wood Baseball Complex and the completion of the new Ron Wood Park and splash pad, it became necessary to provide a maintenance yard similar to the one at Veterans Park. The maintenance yard would also provide salt storage for the west side of the City providing a much closer location to refill snow plow trucks with salt without having to travel back to the Public Works operations building. The new maintenance yard will sit on 1.25 acres of City owned land just across the street from the new park and baseball fields. The new storage bins will be capable of storing not only salt, but top soil and other materials used in the park maintenance. The new shed will allow maintenance work on equipment to take place inside out of the weather and will also provide restroom facilities year round. The area will be fenced to keep everything secure.

The project was advertised by the City's Purchasing Agent with three bidders responding. The low responsive and responsible bidder is Valley Design & Construction, Inc., see attached bid tabulation.

Attachments:

Resolution
Agreement
Tabulation

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 15-48

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH VALLEY DESIGN & CONSTRUCTION FOR THE RON WOOD MAINTENANCE BUILDING PROJECT

Whereas, the City Council of the City of West Jordan has received bids for the Ron Wood Maintenance Building Project with the low, responsible bid being from Valley Design & Construction in the amount of \$671,500.00; and

Whereas, the City Council desires to award the contract to Valley Design & Construction, which award shall not be binding upon the City of West Jordan unless and until the contract is fully executed by the parties; and

Whereas, the proposed contract between the City of West Jordan and Valley Design & Construction (a copy of which is attached as **Exhibit A**) for the Ron Wood Maintenance Building Project in an amount not-to-exceed \$671,500.00 has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with Valley Design & Construction in an amount not-to-exceed \$671,500.00 is acceptable for the purpose of completing the Ron Wood Maintenance Building project.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

- Section 1. The contract for construction of the Ron Wood Maintenance Building Project is hereby awarded to Valley Design & Construction. which award shall not be binding upon the City of West Jordan until the contract is fully executed by the parties.
- Section 2. After approval as to legal form by the City Attorney, the Mayor is hereby authorized to execute three original copies of a contract between the City of West Jordan and Valley Design & Construction in an amount not to exceed \$671,500.00
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah this day of 2015.

CITY OF WEST JORDAN

ATTEST:

By: _____
Kim V. Rolfe
Mayor

Melanie Briggs
City Recorder

RESOLUTION NO. 15-48

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH VALLEY DESIGN &
CONSTRUCTION FOR THE RON WOOD MAINTENANCE BUILDING PROJECT

Voting by the City Council

"AYE"

"NAY"

Jeff Haaga

Judy Hansen

Chris McConnehey

Chad Nichols

Ben Southworth

Justin D. Stoker

Mayor Kim V. Rolfe

BID / QUOTE TABULATION FORM:**Bid Name** Ron Wood Park Maintenance Building**Project #** GN 14-03**Bid/Quote Date:** 2/26/2015 3:00 PM**Requesting Department:** Eng. Jim Riding

CONTRACTOR NAME:	Bid Bond	Addendum #1 , #2 , #3	Base Bid For Project	Base Bid For Alternate A
1 Valley Design & Construction, Inc.	Yes	Yes	\$671,500.00	N/A
2 Amell - West, Inc.	Yes	Yes	\$742,200.00	N/A
3 MSCI Merrill Sheriff Construction, Inc.	Yes	Yes	\$686,000.00	N/A

AGREEMENT

THIS AGREEMENT made this 11th day of March in the year 2015, by and between City of West Jordan, a legal entity organized and existing in Salt Lake County, under and by virtue of the laws of the State of Utah, herein designated as the CITY, and Valley Design & Construction hereinafter designated as the CONTRACTOR.

The CITY and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - THE WORK

The CONTRACTOR shall complete the Work as specified or indicated under the Bid Schedule(s) of the CITY's Contract Documents entitled:

Ron Wood Park Maintenance Building

The Work is generally described as follows:

A maintenance yard which encloses a pre-engineered metal building of 1200 square feet and bulk storage materials bins covered by a pre-engineered canopy.

ARTICLE 2 - COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on the date specified in the Notice to Proceed by the CITY, and the Work shall be fully completed by June 30, 2015.

The CITY and the CONTRACTOR recognize that time is of the essence of this Agreement and that the CITY will suffer financial loss if the Work is not completed within the time specified in Article 2. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, the CITY and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the CITY the sum of **\$500.00** for each calendar day that expires after the time specified above.

ARTICLE 3 - CONTRACT PRICE

The CITY shall pay the CONTRACTOR for the completion of the Work the sum of **\$671,500.00** in accordance with the Contract Documents and the CONTRACTOR's Bid and Bid Schedule(s). The parties understand and agree that this represents full compensation for the Work, and CONTRACTOR accepts all risk, whether known or unknown, anticipated or unanticipated, of increased cost of performance, including but not limited to increased materials cost, regardless of amount.

ARTICLE 4 - THE CONTRACT DOCUMENTS

The Contract Documents consist of: Notice Inviting Bids, Instructions to Bidders, Bidder's Licensing Statement, the accepted Bid and Bid Schedule(s), List of Subcontractors, Equipment or Material Proposed, Bidder's General Information, Bid Security or Bid Bond, this Agreement, Worker's Compensation Certificate, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Notice of Completion, General Conditions of the Contract, Supplementary General Conditions of the Contract, Technical Specifications, Standard Specifications, Drawings listed in The Schedule of Drawings in the Supplementary General Conditions or on the Cover Sheet of the Drawings, Addenda numbers 1 to 3, inclusive, and all Change Orders, and Work Directive Changes which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto, all of which are incorporated herein by reference.

ARTICLE 5 - PAYMENT PROCEDURES

The CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions and the Supplementary General Conditions. Applications for Payment will be processed by the Engineer or Architect or the CITY as provided in the General Conditions and shall include the CITY's purchase order number.

ARTICLE 6 - NOTICES

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the Notice.

ARTICLE 7 - MISCELLANEOUS

Terms used in this Agreement which are defined in Article 1 of the General Conditions and Supplementary General Conditions will have the meanings indicated in said General Conditions and Supplementary General Conditions. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The CITY and the CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES: The bidder, offeror, or contactor represents that is has not: (1) provided an illegal gift or payoff to a city officer or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (3) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance, Chapter 2.4, West Jordan City Code.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused this Agreement to be executed the day and year first above written.

CITY OF WEST JORDAN, UTAH

By:

Mayor

Attest:

City Recorder

Address for giving Notice:

City of West Jordan

Public Works Department

8000 South Redwood Road

West Jordan, Utah 84088

Approved as to Legal Form:

City Attorney

CONTRACTOR:

By: _____

Title: _____

Address for giving Notice:

License No. _____

Agent for service of process:

STATE OF _____)

:SS

COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me,

_____, who being by me duly sworn did say that
he/she is the _____ of _____ corporation, and that the foregoing
instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she
acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

My Commission Expires: _____

Residing in _____ County, _____